



**CITY OF NEWARK
DELAWARE**

Bid Security

Vendor

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

NOTICE

Return intact with properly
completed forms or bid may be rejected.

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

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CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

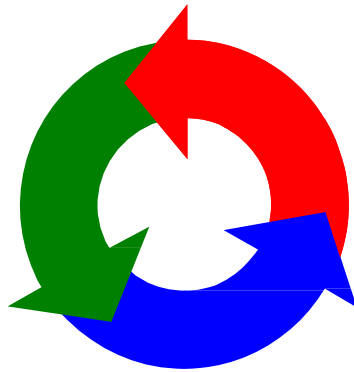
NOTICE OF LETTING

Sealed bids will be received by the City of Newark, Delaware until 2:00 p.m. local time on October 23, 2018. The bids will then be publicly opened and read aloud in City of Newark Council Chambers, 220 South Main Street, Newark, Delaware 19711 for the following project: Rodney Complex – Environmental Remediation.

The Rodney Complex – Environmental Remediation project includes but is not limited to the removal of hazardous materials such as asbestos containing materials (ACMs), electrical transformers, oils contaminated with polychlorinated biphenyls (PCB's), light bulbs, light tubes, freon and other hazardous materials. The contract documents may be obtained from the City's web page www.cityofnewarkde.us/bids.apsx.

A mandatory pre-bid meeting will be held at the project site located at 103 Hillside Road, Newark Delaware on October 2, 2018 at 10:00 a.m. local time. Funding for this project is through the State of Delaware Clean Water State Revolving Fund and attention of the bidder is particularly called to the requirements of this program. The work will be subject to the Equal Opportunity requirements of the program. All contractors and subcontractors performing remediation work covered by this contract must pay their workers the State of Delaware prevailing wages and fringe benefits determinations for the classifications. The City of Newark reserves the right to waive any informalities and to reject any or all bids. Each Bidder must submit a bid security of not less than ten (10) percent of the bid amount, in a form and subject to the conditions provided in the contract documents. No bid may be withdrawn within thirty (30) days after the actual date of the bid opening.

DELAWARE WATER POLLUTION CONTROL REVOLVING LOAN FUND



PROGRAM REQUIREMENTS Stormwater Projects

Department of Natural Resources and Environmental Control
Office of the Secretary
Environmental Finance
97 Commerce Way, Suite 106
Dover, DE 19904-7794

Updated: February 2018

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SUBPART A

Prevailing Wage Regulations

A. Prevailing Wages Requirements

- a.** The Project or Program to which the work covered by this contract pertains to is being assisted by the State of Delaware and the US Environmental Protection Agency (EPA) therefore the prevailing wage provisions of the Clean Water State Revolving Loan Fund (CWSRF) Program are included in this Contract.
- b.** Loan recipients or engineering representatives are to verify with the State of Delaware Department of Labor (DE DOL) the appropriate wage determination before they go out for competitive bidding.
- c.** All contractors and subcontractors performing construction work covered by this contract must pay their laborers and mechanics the State of Delaware prevailing wages and fringe benefits determinations for the classifications.
- d.** All contractors and subcontractors performing construction work covered by this contract must conform to the State of Delaware Prevailing Wage regulations.

B. Delaware Prevailing Wages

- a.** Delaware Prevailing Wage Regulations, Worker Classifications, Current Prevailing Wage Rates and forms may be found at:
<http://www.delawareworks.com/industrialaffairs/services/LaborLawEnforcementInfo.shtml#pw1> or by contacting:

State of Delaware
Department of Labor Division of Industrial Affairs
225 Corporate Blvd. Suite 104
Newark, DE 19702
Telephone No. (302) 761-8200

- b.** All Contractors and subcontractors must submit to Delaware DOL (at the above address) and to the loan recipient sworn certified DE DOL payroll forms on a weekly basis.

SUBPART B:
Equal Opportunity Clause (41 CFR 60-1.4)

A. Executive Order 11246 (Applicable to Contracts/subcontracts above \$10,000).

1. During the performance of this contract the contractor and all subcontractors agree as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by the Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SUBPART C:

Certification of Non-segregated Facilities (41 CFR 60-1.8)

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offerors will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities.

SUBPART D

Civil Rights Act of 1964

The contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity receiving Federal financial assistance.

SUBPART E

Section 13 of PL 92-500; Under the Federal Water Pollution Control Act; Rehabilitation Act of 1973; PL 93-112; and Age Discrimination Act of 1975

The contractor and any subcontractors shall not on the ground of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program of activity.

SUBPART F

Required Provisions of 40 CFR Part 31 Subpart C

A. Contracts awarded in excess of \$10,000

1. Equal Employment Opportunity Clause
 - a. The contractor agrees to comply with Executive Order 11246, entitled Equal Employment Opportunity, "as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. Contracts awarded in Excess of \$100,000

1. Violating Facilities Clause
 - a. The contractor agrees to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibits the award of this contract to facilities included on the EPA List of Violating Facilities. The contractor shall report violations to EPA.

SUBPART G

Suspension and Debarment and Other Responsibility Matters

The Project or Program to which the work covered by this contract pertains to is being assisted by the State of Delaware and the following provision is included in this Contract pursuant to the provisions applicable to such SRF Program. Loan Recipients or engineering representatives are to refer to the “List of parties excluded from Federal Procurement and Non-Procurement Programs” to insure that the contractor or subcontracts are not on this list. A search for exclusion records can be made at the official US government System for Award Management website at <https://www.sam.gov>. For assistance visit the Federal Service Desk online at www.fsd.gov or by calling (866) 606-8220.

ACCESS TO PROJECT SITE

The Contractor shall allow representatives of U.S. EPA and the State of Delaware DNREC access to the project site.

PROJECT SIGN

The contractor shall provide and erect a sign at a prominent location at each construction site. The sign and location shall be approved by the Engineer. The sign shall be prepared in accordance with the attached detailed instructions. It shall be the responsibility of the Contractor to maintain the sign in good condition throughout the life of the project.

The sign wording shown on Figure 1 is an example only and must be adapted to suit each project. The Contractor shall be responsible for obtaining the appropriate wording from the Engineer.

The project sign for this project is also required to have the EPA logo. See guidance below:

WORKING FOR YOU TO PROVIDE CLEAN WATER FOR TODAY & TOMORROW

NAME OF PROJECT

PROJECT NO. xx-xxxx-xx
Name of Engineering Firm

FUNDING PROVIDED BY:

<u>Funding Source</u>	<u>\$xx,xxx,xxx</u>
<u>Funding Source</u>	<u>\$xx,xxx,xxx</u>
<u>Funding Source</u>	<u>\$xx,xxx,xxx</u>
Total Project Costs	\$xx,xxx,xxx



CONSTRUCTION SITE SIGN REQUIREMENTS

Sign Dimensions: 1200 x 2400 x 19 mm (4' x 8' x 3/4") Exterior Plywood (A-B Grade).

1st four lines are 4 inches in height; remaining lines are 2 inches in height.

DNREC Logo is to be the standard colors – decal to be provided by the Financial Assistance Branch.

Black letters on white background with 3 inch border around the perimeter in dark blue. Place bottom of sign 36 inches to 48 inches above grade to permit public viewing.

Provide adequate support for sign.

EXAMPLE Figure 1

EPA LOGO & SEAL SPECIFICATIONS FOR SIGNAGE PRODUCED BY EPA ASSISTANCE AGREEMENT RECIPIENTS

EPA's logo is a two-leaved flower, without stem, accompanied by the Agency's initials to the right. The EPA logo is the primary identifier for use on construction grant signage. Assistance agreement recipients are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their assistance agreement award.

The official seal of EPA is circular and is comprised of the two-leaved flower, with stem, encircled by the title UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. The EPA seal may be used only when official comparable seals are used and the recipient has received prior written EPA approval.

It is important that the EPA logo and seal always be reproduced with consistent high quality. The seal and logo must remain intact and unchanged (for example, don't use the flower from the seal by itself). The logo and seal may only be displayed using either the standard color scheme or a single color that complements the background where it appears.

COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monochrome or full color, based on the rest of the seal that it's placed with.
- The relationship between the flower portion of the logo and the vertical type should never be shifted or adjusted.



PMS 563



PMS 562



Process Method 2015



Process Method 2015



Knockout on a dark color

PREFERRED USE

Use the preferred presentation of the logo on products that do not have enough space for the full logo with text. It may also be used in the presence of other logos.



SIZE AND LOGO WITH OTHER LOGOS

It's important that all parts of the EPA logo be readable. The EPA logo should not be reproduced at sizes any smaller than 1.0" height on a sign. There are no maximum size restrictions as long as the clear space requirements are met. The logo should be made the same relative size as the other logos on the signage.



SIZE AND SEAL WITH OTHER SEALS

When there are multiple state or Federal seals/insignias, the use of the EPA seal is appropriate with prior written EPA approval. The EPA seal should be the same size as the seals that accompany it and should be a minimum of 3 inches in height.



IMPROPER LOGO USAGE



OFFICE OF MANAGEMENT AND BUDGET

DIVISION OF FACILITIES MANAGEMENT

Statutory Authority: 29 Delaware Code, Section 6908(a)(6) (29 **Del.C.** §6908(a)(6))

FINAL

ORDER

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

NATURE OF THE PROCEEDINGS:

The Office of Management and Budget (OMB) initiated proceedings to adopt the Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects. The OMB proceedings to adopt regulations were initiated pursuant to 29 **Del.C.** Chapter 101 and authority as prescribed by 29 **Del.C.** Ch. 69, §6908(a)(6).

On January 1, 2015 (Volume 18, Issue 7), OMB published in the Delaware *Register of Regulations* its notice of proposed regulations, pursuant to 29 **Del.C.** §10115. It was requested that written materials and suggestions from the public concerning the proposed regulations be delivered to OMB by March 6, 2015 or be presented at a public hearing on February 11, 2015, after which time OMB would review information, factual evidence and public comment to the said proposed regulations.

Written comments were received during the public comment period and evaluated. The results of that evaluation are summarized in the accompanying "Summary of Evidence." This is OMB's "conclusion" and "order" as required by 29 **Del.C.** §10118(b).

SUMMARY OF EVIDENCE

In accordance with Delaware Law, public notices regarding proposed Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects were published in the *Delaware State News*, the *News Journal* and the *Delaware Register of Regulations*.

Written and verbal comments were received on the proposed regulations during the public comment period (January 1, 2015 through March 6, 2015). Individuals offering comments included:

- Dr. Brian Shinkle, DO, CIME.
- Mr. James Maravelias, President, Delaware Building & Construction Trades Council.

Public comments and the OMB (Agency) responses are as follows:

Brian Shinkle, DO, CIME

Comment: Studies show that blood/breath alcohol level directly correlates with impairment, but urine alcohol level has no correlation with impairment. Urine alcohol only reasonably shows that someone has used alcohol within the last few days, which is not illegal. You also cannot tell how much alcohol someone used via a urine alcohol test, due to variable urine dilution rates. A better model is to follow the DOT protocol which is to perform breath alcohol testing (which does correlate directly with blood alcohol level and impairment) and to perform this type of alcohol testing in one or all of the following scenarios: post-accident, random or reasonable suspicion.

Agency response: Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

<u>Substance</u>	<u>Common Name</u>	<u>Cutoff</u>
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml

Urine Alcohol	0.04% BAC
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Inasmuch as the state has included testing for alcohol as a means to gauge impairment, OMB is in agreement that a urine alcohol test should not be specified. The specification has been changed to a more generic “alcohol test”.

James Maravelias, President, Delaware Building & Construction Trades Council

Comment: The seven panel test specified in Section 4.3 of the regulation is insufficient and should be changed to require a ten panel test. Keeping in mind that the goal is to provide the safest workplace for employees, protect the general public and instill Delawareans confidence that those individuals working on state funded projects are working safely, the ten-panel protocol is necessary to capture drugs that are highly abused, extremely addictive and can cause a deadly and unsafe work environment for all those around.

Agency response: Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

<u>Substance</u>	<u>Common Name</u>	<u>Cutoff</u>
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml
Urine Alcohol		0.04% BAC

There are no universal standards for the optimal number of panels that must be tested in an employee drug testing program. In fact, Federal DOT standards from which much of this regulation was modeled, requires a five panel testing regimen. The proposed regulation was constructed with a measure of flexibility by mandating “.....a minimum of seven-panel protocol testing....”, therefore allowing for additional panels to be tested. Accordingly the proposed regulation will not be further amended.

FINDINGS OF FACT:

The Department finds that the proposed regulation as set forth in the January 2015 *Register of Regulations* with the one insubstantial change noted in section 4.3 should be adopted. While the Office of Management and Budget appreciates the other suggestions brought forth, it is felt the existing content of the regulation as published in the January 2015 *Register of Regulations* represents a fair balance to protect management, labor and members of the public.

NOW THEREFORE, under the statutory authority and for the reasons set forth above, the Director of the Delaware Office of Management and Budget does hereby ORDER that the Regulation be, and that it hereby is, adopted and promulgated. The effective date of this Order is for all large public works projects advertised for bid on or after January 1, 2016.

Ann Shepard Visalli, Director
Office of Management and Budget

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget (“Office”), has developed these regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 Del.C. §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962.

2.0

Definitions

- “Contractor”** means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 **Del.C.** §6962.
- “Division of Facilities Management” and “DFM”** means the Division of Facilities Management within the Office of Management and Budget.
- “Drug Testing Firm”** is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.
- “Employee”** means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor’s Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term “Employee” shall also include supervisors and foremen working on the Jobsite. The term “Employee” shall also include delivery personnel employed by a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.
- “Impairment” or “Impaired”** means symptoms that an Employee while working may be under the influence of drugs or alcohol that may decrease or lessen the Employee’s performance of the duties or tasks of the Employee’s job position, including symptoms of the Employee’s speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the Employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.
- “Jobsite”** means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, “Jobsite” does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor’s or Subcontractor’s obligations.
- “Large Public Works Contract”** means a contract for a public works construction awarded pursuant to 29 **Del.C.** §6962.
- “Mandatory Drug Testing Program” and “Program”** means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test Employees for drugs in compliance with these requirements.
- “Owner”** is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 **Del.C.** §6962.
- “Positive Test Result” and “Fail a Drug Test”** means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to “Fail a Drug Test” if:
- The Employee is a Registered Qualifying Patient and;
 - The drug detected was marijuana, a component of marijuana, or marijuana metabolites.
- “Random Drug Testing”** means that an Employee is chosen at random for testing without advance notice, from a pool of Employees working on the Jobsite. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.
- “Registered Qualifying Patient”** means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 **Del.C.** §4902A (14), and (2) subject to confirmation through a “verification system” as set forth at 16 **Del.C.** §4902A(17).
- “Subcontractor”** means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.
- “Testing Result Forms”** means a form summarizing drug testing completed monthly by the Contractor and Subcontractor and submitted to the Owner in accordance with requirements contained in the bid solicitation.

3.0 Employee drug testing documentation requirements.

3.1 The following documentation requirements apply:

- 3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid signed individual affidavit(s) for the Contractor and each listed Subcontractor certifying that the Contractor and Subcontractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation.

- 3.1.2 Two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.
- 3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per Section 3.2.
- 3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor's Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.
- 3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:
- 3.2.1 The Program meets the minimum standards in section 4.0 of this regulation.
- 3.2.2 The Program provides for the frequency of testing of Employees as per section 5.0 of this regulation:
- 3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per section 6.0 of this regulation.
- 3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of Section 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation
- 3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with Sections 3.1 and 3.2, provided however that emergency work as referenced in 3.1.4 may not be subject to this provision.

4.0 Minimum Standards for a Mandatory Drug Testing Program

- 4.1 Testing for the presence of drugs in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/mandatory_guidelines5_1_10.html All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.
- 4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also implement a Mandatory Drug Testing Program using in-house personnel and resources. However a Contractor or Subcontractor doing so shall have to demonstrate that the program meets or exceeds the requirements specified herein to the satisfaction of the Owner.
- 4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus **[urine]** alcohol screening for the following:

<u>Substance</u>	<u>Common Name</u>	<u>Cutoff</u>
<u>Marijuana metabolite</u>		<u>50 ng/ml</u>
<u>Cocaine metabolite</u>		<u>150 ng/ml</u>
<u>Opiate metabolite</u>		<u>2000 ng/ml</u>
<u>Acetylmorphine</u>	<u>Heroin metabolite</u>	<u>10 ng/ml</u>
<u>Phencyclidine</u>	<u>PCP</u>	<u>25 ng/ml</u>
<u>Amphetamines (including Methamphetamines)</u>	<u>Meth</u>	<u>500 ng/ml</u>
<u>MDMA</u>	<u>Ecstasy</u>	<u>250 ng/ml</u>
<u>[Urine]</u> <u>Alcohol</u>		<u>0.04% BAC</u>

- 4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

- 5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 60 days from the date of commencing work shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.
- 5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall implement Random Drug Testing according to the following requirements.

 - 5.2.1 All Employees will be subject to random, unannounced testing.
 - 5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an Employee identifier from a Contractor or Sub-contractor's pool of Employees.
 - 5.2.3 No less than 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing. Contractors or Subcontractors with less than 10 Employees shall test at least one of their Employees, selected randomly per month. Each Employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once.
 - 5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.
 - 5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.
- 5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.
- 5.4 Return to Duty Testing – As required in Section 6.0.
- 5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an onsite alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.

 - 5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.
 - 5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, is tested as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
 - 5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
 - 5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite.
 - 5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.

6.0 Consequences of a Positive Test Result

- 6.1 The disciplinary measures contained within a Contractor's or Subcontractor's drug testing program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:

 - 6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.
 - 6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.

- 6.1.3 The Employee is subject to unscheduled monthly random testing for at least one (1) year after reinstatement, or during the term of the Large Public Works Contract, whichever is less.
- 6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.
- 6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:
 - 6.1.5.1 The Employee was Impaired by marijuana at the Jobsite
 - 6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.
- 6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

- 7.1 During the term of the contract:
 - 7.1.1 During the term of the contract, Contractors and Subcontractors shall submit Testing Report Forms to the Owner as set forth herein:
 - 7.1.1.1 The Testing Report Forms shall be submitted to the Owner no less than quarterly.
 - 7.1.1.2 An Owner may require monthly submissions of the Testing Report Forms.
 - 7.1.1.3 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in Sections 7.1.1 and 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.
 - 7.1.2 The forms shall at a minimum contain the following information:
 - 7.1.2.1 The number of Employees who worked on the Jobsite during the previous month.
 - 7.1.2.2 The number of Employees subjected to random testing during the previous month.
 - 7.1.2.3 The number of negative results and the number of positive results.
 - 7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.
 - 7.1.3 Testing Result Forms may be submitted electronically to an Owner.
 - 7.1.4 Any Positive Test Result including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner within 24 hours of the Contractor or Subcontractor receiving the test results. A Positive Test Result must be submitted to the Owner in writing.
 - 7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices.
 - 7.1.6 The failure to comply with these reporting requirements shall be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

8.0 Penalties

- 8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:
 - 8.1.1 Written warning (1st offense).
 - 8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).
 - 8.1.3 For subsequent offenses, debarment or bond revocation.
- 8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor **[are is]** not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

DRUG TESTING FORMS

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Number of employees who worked on the jobsite during the report period: _____

Number of employees subject to random testing during the report period: _____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

Authorized Representative of Contractor/Subcontractor: _____
(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____
(signature)

Date: _____

**FREQUENTLY ASKED QUESTIONS
DRUG TESTING PROGRAM FOR LARGE PUBLIC WORKS PROJECTS**

Question:	Which State projects require that contractors have a Drug Testing program in place?
Answer:	Large Public Works (PW) projects as defined by Title 29, Chapter 69 of <u>Del Code</u> . Large Public Works projects are those projects which are required to be bid at a threshold level set by the Procurement Council; currently that level is those projects \$100,000 and over. Letter bids (not formally advertised) are not subject to testing.
Question:	Which Contractors are subject to testing?
Answer:	The Prime or General Contractor and all <i>listed</i> subcontractors.
Question:	What do I submit with my bid to certify compliance with the Regulation?
Answer:	An Affidavit Form is submitted with your bid for your firm and a separate form(s) for all <i>listed</i> subcontractors certifying compliance or will have program in place prior to award.
Question:	Do we have to use the Drug Affidavit and Reporting Forms that come with the bid forms?
Answer:	Use the Affidavit Form as contained in the Bid Documents. It is acceptable for the contractor to use their own Reporting Form as long as the Owner agrees, and it contains the minimum data elements as specified in the regulation.
Question:	Is there an expiration for the Drug Affidavit Forms? Can they be used on multiple projects? Do the forms have to be originals?
Answer:	The Drug Affidavit Forms do not expire unless they are no longer valid. They can be used on multiple projects and are not "project specific" but must be submitted with every bid. Original signatures and raised seal are NOT required; copies of the form are acceptable.
Question:	What do I submit prior to contract award?
Answer:	A copy of the Drug Testing program for your firm and from <i>listed</i> subcontractors that meets the requirements in the Regulation is submitted 2 days prior to award.
Question:	Which employees are tested?
Answer:	All employees that will be working on the jobsite are subject to testing. Home office employees and other workers not located on the jobsite and not under control of the contractor are not subject to testing.
Question:	When are employees tested?
Answer:	Initially (prior to work on the job, unless they've passed a random or scheduled drug test within the past 60 days), and randomly (either quarterly or monthly as defined in the contract). There are also "Reasonable Suspicion" and "Accident Triggered" testing requirements.

Question:	How is the 30 days in Section 7.1.1.3 calculated?
Answer:	The 30 days refers to a consecutive number of calendar days, including weekend days.
Question:	Does the 60 day prior test in Section 5.1 necessarily include alcohol testing?
Answer:	No.
Question:	How many employees are tested randomly?
Answer:	At least 10% of the Contractor's workforce, not less than one, are randomly tested during the contract period.
Question:	What is considered a "scientific valid method of randomly generating an Employee identifier" for the random testing requirement as noted in 5.2.2?
Answer:	Any method, mechanical (pulling names from a hat) or electronic (random number generator) that provides an unbiased and equal chance of selection to all employees in the pool to be tested.
Question:	If a contractor/subcontractor tests <u>all</u> their employees randomly (10%) are they covered if the person tested that period isn't in the "pool"?
Answer:	Yes.
Question:	Because manpower ramps up and down on a construction site and sometimes very quickly, at what point in the month do you make the determination of how many employees are on site for the pool to determine what constitutes 10%?
Answer:	The measurement of the number of employees is addressed in 5.2 as follows: "No less than 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing". The key word is "anticipated"; the random number pull for a particular month would be based on how many employees you anticipate to be on the job during that month.
Question:	What if there is only one person working for a sub on a project? Since at least 10%, not less than one, need to be tested, are they tested every month/quarter?
Answer:	Yes, unless the subcontractor has a program in place to randomly test at least 10% of <u>all</u> of their employees monthly. Please refer to Section 5.2.3.
Question:	If a subcontractor hires another firm to do portions of their work but they aren't employees (i.e. a "sub of a sub"), do they need to drug test those employees or require the firm to have a program in place?
Answer:	There is nothing in the regulation that requires "subs of subs" to have a testing program in place.
Question:	Are temp agencies or temp employees required to be tested?
Answer:	If they are a listed subcontractor, yes. If they are a "sub of a sub", no.

Question:	We are an Architectural/Engineering sub-consultant firm currently providing services to (State agency). Does this new regulation concerning drug testing apply to A/E contracts, or is it just for general contractors and for bid public works contracts?
Answer:	Reference the definition of “subcontractor” as reflected in the regulation 2.1: “Subcontractor” means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.” As you are providing services to (state agency) directly and not to the Contractor you would not be included in this definition.
Question:	For the 10% random requirement, what happens at 11 employees? Do we test two or one?
Answer:	Because Section 5.2.3 currently states that “no less than 10%...” per month must be tested, if a contractor or a subcontractor has 11 employees on the jobsite, they must randomly test two per month unless the contractor or subcontractor has a program in place to randomly drug test at least 10% of <u>all</u> of their employees monthly.
Question:	If there are 10 employees working 4 job sites and each are required to have programs under this regulation, do 4 of the 10 (10% per jobsite) have to be tested each month?
Answer:	No, 10% of the total need to be tested.
Question:	If a company or firm has several State Large Public Works jobs going at the same time, may they put all employees from each job into one random testing pool?
Answer:	Yes, as long as the program meets all other requirements of the Regulation.
Question:	If office or administrative staff goes to a jobsite for just a site visit or meeting, will they be required to be tested since they are not doing any work onsite?
Answer:	No, the Regulation only covers workers performing work at the jobsite. Note that covered employees DOES also include supervisors/foremen working on the jobsite and delivery personnel delivering materials and equipment to and from the jobsite.
Question:	What are the reporting requirements during the contract?
Answer:	Random testing is reported either quarterly or monthly to verify that 10% of the Contractor’s employees are being tested (no names are included, just # tested). Any Positive Test Results are reported to the Owner within 24 hours (name is included in a sealed envelope).
Question:	Is Alcohol screening a requirement for the Initial Drug Test (within 60 days in advance of employee at the jobsite)?
Answer:	No.
Question:	Does alcohol testing have to be urine alcohol?
Answer:	The Regulation does not specify the specific methodology for urine testing.

Question:	What are the consequences of a Positive Result?
Answer:	Employee is immediately suspended from the jobsite. Not eligible on any State PW jobsite until 30 days after a subsequent negative test result. Also subject to one year of unscheduled random testing. More than one positive within a 3 year period results in a permanent ban for the employee from State of Delaware PW jobsites.
Question:	What is the definition of “significant damage” in Section 5.5?
Answer:	As of the current version, it is not defined in the regulation. Generally it is an amount of damage that has a large monetary effect or delays the project schedule.
Question:	What constitutes an injury requiring drug testing as required in 5.5?
Answer:	Any injury requiring medical care beyond first aid.

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2018

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.35	28.76	41.85
BOILERMAKERS	69.90	35.46	52.14
BRICKLAYERS	53.89	53.89	53.89
CARPENTERS	54.81	54.81	43.57
CEMENT FINISHERS	73.74	51.37	22.64
ELECTRICAL LINE WORKERS	46.44	39.82	30.36
ELECTRICIANS	68.70	68.70	68.70
ELEVATOR CONSTRUCTORS	93.23	65.86	32.62
GLAZIERS	73.10	73.10	57.87
INSULATORS	56.53	56.53	56.53
IRON WORKERS	63.70	63.70	63.70
LABORERS	46.20	46.20	46.20
MILLWRIGHTS	71.60	71.60	57.70
PAINTERS	51.55	51.55	51.55
PILEDRIVERS	76.77	40.19	32.51
PLASTERERS	30.48	30.48	22.59
PLUMBERS/PIPEFITTERS/STEAMFITTERS	70.05	53.97	58.81
POWER EQUIPMENT OPERATORS	69.29	69.29	64.96
ROOFERS-COMPOSITION	24.52	24.20	22.10
ROOFERS-SHINGLE/SLATE/TILE	18.78	22.33	17.56
SHEET METAL WORKERS	68.53	68.53	68.53
SOFT FLOOR LAYERS	52.52	52.52	52.52
SPRINKLER FITTERS	59.49	59.49	59.49
TERRAZZO/MARBLE/TILE FNRS	61.93	61.93	48.52
TERRAZZO/MARBLE/TILE STRS	68.52	68.52	56.19
TRUCK DRIVERS	29.36	28.02	21.39

CERTIFIED:

08/31/2018

BY:

on behalf of Julie Peltz
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE 302-761-8200.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 2018-06 Rodney Complex - Environmental Remediation, New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
Site Work Safety Supplies, Inc. and Peter Coker, individually	4020 Seven Hickories Road Dover, DE 19904	1/12/2016
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Updated: March 19, 2018

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 18-10, "RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION." Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, October 23, 2018. Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) calendar days following the bid opening date.

A mandatory pre-bid meeting will be held on October 2, 2018, at 10:00 a.m. at the Rodney Dormitory Complex located at 103 Hillside Road, Newark DE 19711.

2. DEFINITIONS

- A. *Agreement:* The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- B. *Contract Documents:* Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. *Contractor:* The individual or entity with whom the Owner has entered into the Agreement.
- D. *Owner:* The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is the City of Newark.
- E. *Shop Drawings:* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- F. *Site:* Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

- G. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- H. *Work*: The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

3. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security shall be grounds for rejection of the bid. If the successful bidder fails or refuses to execute and deliver the contract within twenty (20) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders thirty (30) calendar days after the bid opening date. The successful bidder shall provide the City with a Performance Bond and Payment Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bonds shall be provided to the City with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified to complete the work identified for each individual bid item. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement. The work done under this contract will be funded by the State of Delaware Revolving Loan Fund (CWSRF) Program and all requirements detailed in the program requirements

in these contract documents shall apply.

7. COMPLETION DATE AND TIMES

The Contract will have a start date of November 26, 2018. The project completion date is February 28, 2019. Liquidated damages of five hundred dollars (\$500.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

8. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

9. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

10. EQUALS

Where a product is specified by catalog or model number, the acceptability of any other "or approved equal" product shall be subject to the sole judgment of the City of Newark.

11. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

All goods and materials shall be produced or manufactured in the United States, unless otherwise approved in writing. Appropriate documentation shall be provided with all goods and material submittals.

12. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

13. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

14. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

15. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses including a State of Delaware Business license and also shall be a fair and equal opportunity employer.

16. NON-COLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

17. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than four (4) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda.

Any questions regarding the bidding process should be directed to Ms. Cathy Trykowski, Purchasing Administrator, at ctrykowski@newark.de.us or (302) 366-7000. Any questions regarding the technical specifications should be directed to Mr. Timothy Filasky, PE, Acting Director, Water Resources and Public Works, at tfilasky@newark.de.us or (302) 366-7000.

18. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on-site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

19. BIDDERS QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete the work for which the bidder proposes to contract.

EACH BIDDER SHALL SUBMIT WITH THE BID A LIST OF AT LEAST FIVE REFERENCES FOR COMPLETED SIMILAR PROJECTS WHICH MUST INCLUDE CONTACT PERSON, AGENCY AND PHONE NUMBER.

20. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. To be eligible to bid the project, the Prime Contractor shall be required to provide a letter stating an insurer is prepared to provide coverage. Formal proof of coverage will be required prior to signing the contract.
- C. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$2,000,000 Each Occurrence Limit
- \$2,000,000 Personal & Advertising Injury Limit
- \$3,000,000 Annual Aggregate Limit
- \$3,000,000 Products-Completed Operations Limit
- \$1,000,000 Business Auto Liability Limit
- \$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner), Johnson Mirmiran & Thompson (JMT) Inc., and all other parties required of the general contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

D. All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

21. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, non-collusion statement, insurance documentation, and bid security must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

22. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Construction Schedule
- B. Payment Bond
- C. Performance Bond
- D. Insurance Documentation

23. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

24. GUARANTEE

The contractor shall guarantee the work, materials, and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects that may develop therein during a period of one year from the date of the Owner's acceptance of the Certificate of

Substantial Completion.

25. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

26. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

27. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area. The contractor also shall examine carefully the plans, specifications and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Contractor is solely responsible to identify, obtain and pay for all required permits, licenses and approvals required by any and all State, local or Federal authorities or governmental agencies to complete the Work. It is intended that the project be performed by an experienced environmental remediation contractor, with all appropriate licenses.

28. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and conditions; and all other matters which can in any way affect the work under this

contract. No verbal agreement or conversation with any officer, agent or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The purpose of the Pre-Bid Site Walk is to provide prospective Bidders access to the Property so that existing conditions may be observed and taken into account when preparing bid proposals. Bidders will be held responsible for incorporation of existing conditions, which may be discoverable at the pre-bid meeting, into their bid proposals. The Contractor will be held to have examined the site before submitting bid proposals for the Work and to be fully aware of the existing conditions under which the Work will be done or that will in any way affect the Work under this contract. No allowances will be made in this connection for error or negligence on the part of the Contractor.

29. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act and all other state and local laws, ordinances and codes governing all work to be provided under the contract documents.

The Contractor shall maintain on-site and in all vehicles at all times spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the contractor shall notify the Public Works and Water Resources Department immediately at 302-366-7000. The Contractor will also be responsible for spill response and clean-up at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the City as necessary for the response.

30. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

31. INSPECTION OF MATERIAL AND WORK

- A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.

- B. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the contractor.
- C. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- D. In case the city should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the city shall have the power to make an equitable deduction from the stipulated price.
- E. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

32. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport and lawful disposal of construction debris and or materials.

33. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this sealed bid solicitation or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

34. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code. Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the

City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

35. RELEASE OF LIENS

The Contractor is required to provide documentation stating that all liens filed against the Contractor have been paid before the final 5% retainage is released to the Contractor.

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

SCOPE OF WORK

1. DESCRIPTION

The Rodney Dormitory Complex (Site) is approximately 7.24 acres and is identified as New Castle County tax parcel number 18-019.00-296. The Site includes six former residential dormitory buildings with common lounges, a dining hall, and a Power House building (utility building) which houses the boilers, main transformers, and power switchgears. Each former dormitory building consists of a 3 to 4 story brick building (Building A through Building F) with Buildings A/B, C/D and E/F having shared basement space which was formerly used for utility closets, storage space, study space, a post office area, and inter complex utility connections. The northern portion of the site includes tennis, basketball, and volleyball courts, open grass areas, walking paths, and parking areas. The dormitory buildings and the western half of the site have been unoccupied since 2014 and are currently fenced off with a chain-link fence. Prior environmental investigations and known environmental conditions at the Site are documented in the Site Reports. The Site is a Certified Brownfield site in the State of Delaware. All work shall be performed in accordance with the DNREC approved Contaminated Materials Management Plan as well as all Local, State, and Federal laws and regulations.

The drawings and specifications further define the scope of work. The Contractor shall furnish all required equipment, materials, and labor necessary for completion of the work described below:

- A. Abatement and removal of asbestos containing material
- B. Removal of hazardous materials/universal wastes (e.g. mercury containing equipment)
- C. Removal and disposal of all PCB containing materials (including transformers and transformer oil).

2. LOCATION

The Rodney Dormitory Complex is located at 103 Hillside Road, Newark DE 19711.

3. PERMITS, CERTIFICATIONS, LAWS AND ORDINANCES

The Contractor is required to have or obtain a City Contractors License and State of Delaware business license prior to starting the work. The Contractor is required to obtain any building permits required for completion of the work. The fees for City of Newark permits will be waived.

The Contractor shall perform the work in accordance with all local, state and federal laws and ordinances.

4. COORDINATION

- A. Contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations that depend on each other for proper installation, connection, and operation.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate removal of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Make adequate provisions to accommodate items scheduled for later installation.
- E. Contractor is required to notify in writing via door hangers all properties located adjacent to or directly affected by the Contractors work.

5. SUBMITTALS

The Contractor should provide submittals for review and approval in PDF format. For scheduling purposes, the Contractor shall allow for fourteen (14) day review time by the City. The Contractor shall provide the following submittals to the Owner for review and approval:

- A. Construction Schedule
- B. Contractor shall submit a sketch of the project area showing the required staging and storage area to the Owner for review.
- C. Shop drawings for all proposed materials and equipment as outlined in the technical specifications.

6. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the sites.

7. SECURITY AND SITE ACCESS

The Contractor is responsible for security of his equipment and materials related to the work. The Contractor is responsible to maintain the work site in a safe and orderly manner.

Contractor shall have full use of Project site in the area located within the fencing surrounding the dormitory facilities for construction operations during the construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project. Do not disturb portions of Project sites beyond the existing fencing without obtaining written approval from the City.

- A. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- B. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- C. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

8. WORK RESTRICTIONS

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work at the site to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or approved by City of Newark.
- C. Any and all work within a DeIDOT right-of-way shall be in accordance with DeIDOT work restrictions and traffic control requirements which may require night time work activity inside the right-of-way when impacting the travel lanes.
- D. Weekend Hours: Weekend hours must be approved by the City.
- E. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than five days in advance of proposed utility

- interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- F. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
- 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- G. Controlled Substances: Use of tobacco products and other controlled substances on Project sites is not permitted.
- H. Contractor shall have contaminant spill response equipment readily available on-site during construction activity.

9. STARTING DATE AND SEQUENCE OF CONSTRUCTION

The starting date of this contract will be specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to finalize the sequence of construction. The final decision as to the sequence of construction shall be that of the Engineer.

10. COORDINATION WITH THE CITY

The Contractor shall coordinate all activities with the City. The Contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

11. TECHNICAL SPECIFICATIONS

Technical specifications as attached are included in the contract.

12. CONTRACT DRAWINGS

Project drawings prepared by BrightFields (BF), Inc., as provided are considered contract documents. See the cover sheet of the plan set for the list of drawings.

13. BID ITEMS

Bidders must provide prices on the Proposal form including all adjustment bid items. The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance

with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

14. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work described in each pay item shall be incidental to the bid item the work is being completed under.

15. METHOD OF MEASUREMENT AND INCIDENTALS DETERMINATION

The measurement of payment shall be for the removal of the materials listed in the Proposal in accordance with the units indicated as Lump Sum (LS) Gallon (Gal) and Each, complete and accepted by Owner.

1. Asbestos Abatement: The lump sum cost for asbestos abatement shall include all labor and equipment required to properly abate and dispose of the asbestos containing materials as indicated in the contract plans and specifications. All work must be performed in accordance with Federal, State, and Local regulations.
2. Transformer Oil Disposal (49-500 ppm PCBs). The unit price cost for transformer oil disposal shall include all labor and equipment required to properly remove and dispose of 49-500 ppm PCB oil as indicated in the project plans and specifications. All work must be performed in accordance with Federal, State, and Local regulations.
3. Transformer Oil Disposal (<50 ppm PCBs). The unit price cost for transformer oil disposal shall include all labor and equipment required to properly remove and dispose of <50 ppm PCB oil as indicated in the project plans and specifications. All work must be performed in accordance with Federal, State, and Local regulations.
4. Transformer Removal. This unit price cost for the removal of the transformer units shall include all labor and disposal of each unit. All work must be performed in accordance with Federal, State, and Local regulations. Any rinsate generated shall be included under this line item.
5. Freon. This unit price cost shall include all labor and proper disposal of all freon from the HVAC units, water fountains, freezers (walk in and floor unit), refrigerators, coolers, and air conditioning units. Disposal shall be performed in accordance with Federal, State, and Local regulations. See detailed counts and locations attached to this bid document.
6. Hydraulic Oil. This unit price cost shall include all labor and proper disposal of hydraulic oil found in the lifts of the elevators located in the dining hall. Disposal shall be performed in accordance with Federal, State, and Local regulations.

7. HID Lights. This unit price cost shall include all labor, equipment, and proper disposal of the HID Lights found around the basketball courts and on the exterior of the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
8. CFL Lights. This unit price costs shall include all labor, equipment, and proper disposal of the CFL Lights found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
9. 2 foot Light Tubes. This unit price costs shall include all labor, equipment, and proper disposal of the CFL Lights found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
10. 4 foot Light Tubes. This unit price costs shall include all labor, equipment, and proper disposal of the CFL Lights found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
11. 8 foot Light Tubes. This unit price costs shall include all labor, equipment, and proper disposal of the CFL Lights found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
12. Exit Signs/Emergency Light Packs. This unit price costs shall include all labor, equipment, and proper disposal of the CFL Lights found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
13. Mercury Switches, Thermostats. This unit price costs shall include all labor, equipment, and proper disposal of the CFL Lights found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
14. Batteries. This unit price cost shall include all labor and disposal of car batteries found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
15. Engine Oil. This unit price cost shall include all labor, equipment, and disposal of any engine oil found within the basements of the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.
16. Fire Extinguishers. This unit price cost shall include all labor and disposal of all fire extinguishers found throughout the buildings.
17. Cleaners. This unit price cost shall include all labor and disposal of any cleaning products found throughout the buildings. Disposal shall be performed in accordance with Federal, State, and Local regulations.

15. AVAILABLE BACKGROUND INFORMATION

Reports, maps, site diagrams, photographs, and other documents provided in the Appendix form a part of this Bid Specification to the extent referenced and provide detailed information about the Project Location, and exiting conditions of the site(s). The documentation is provided for informational purposes only and for the sole use of the Contractor. The City makes no claims as to the correctness or accuracy of the data provided therein. The Contractor shall review and

determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the City.

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 18-10 and bids himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Bid Qty.</u>	<u>Unit Price</u>	<u>Item Total</u>
1	Asbestos Abatement	Lump Sum	1		
2	Transformer Oil Disposal (49-500 ppm PCBs)	Pounds	11,700		
3	Transformer Oil Disposal (<50 ppm PCBs)	Pounds	3,900		
4	Transformer Removal	Each	4		
5	Freon	Gallon	55		
6	Hydraulic Oil	Gallon	200		
7	HID Lights	Pounds	50		
8	CFL Lights	Pounds	65		
9	2' Light Tubes	Pounds	520		
10	4' Light Tubes	Pounds	1,485		
11	8' Light Tubes	Pounds	16		
12	Exit Signs/Emergency Light Packs	Pounds	32		

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Bid Qty.</u>	<u>Unit Price</u>	<u>Item Total</u>
13	Mercury Switches, Thermostats	Each	22		
14	Batteries	Each	6		
15	Engine Oil	Gallon	20		
16	Fire Extinguishers	Each	3		
17	Cleaners	Gallon	5		
Total for Bid Items 1-17					

Project to be completed by _____

DATE: _____ BIDDER: _____

By: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ of the County of _____
and State of _____, principal, and _____
of _____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of

_____ dollars, to be paid to said City of Newark for use
and benefit of the Mayor and Council of Newark, for which payment well and truly to be made, we
do bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and
severally, for and in the whole, Contractor by these presents. Sealed with our seal dated the ____
day of _____ in the year of our Lord, two thousand
_____ (20__).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the above bounded principal who has
submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 18-10,
RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION and if said _____
shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or
Bonds as may be required by the terms of said contract and approved by said City of Newark, said
Contract, and said Bond to be entered into within twenty (20) calendar days after the date of official

notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE PRESENCE OF WITNESS:

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

CITY OF NEWARK

Delaware

CONTRACT NO. 18-10

RODNEY COMPLEX – ENVIRONMENTAL REMEDIATION

NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

Gentlemen:

This is to certify that the undersigned bidder _____
has not, either directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with this proposal
submitted to the City of Newark on the _____ day of _____, 20____.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20____.

My Commission expires _____

Notary Public

SECTION 01 00 00

ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Notices & Permits:
 - 1. Job Site Notices & Permits:
 - a. Equal Employment Opportunity
 - b. Safety Data Sheets (SDS)
 - c. Federal Environmental Protection Agency (EPA) 10-day Notification
 - d. State of Delaware (DNREC) 10-day Notification
 - e. Medical Clearance and Respirator Fit Test Documentation for All Site Personnel
 - f. Emergency Planning Procedures
 - g. Sub-Contractors List
 - h. Any other State, municipal, or local agency recorded permits or notifications (where applicable).
- B. Work to be performed subsequent to work under this contract: Property is subject for demolition, only asbestos-containing material (ACM) or ACM contaminated materials are to leave the site, unless otherwise requested by the Owner. In the event that limited demolition of interior finishes is necessary to access ACM or ACM contaminated materials for removal, those materials that are not ACM or ACM contaminated must be disposed appropriately. All ACM waste material and ACM contaminated waste must be disposed of at a landfill approved by the EPA to accept ACM waste materials.
- C. The location and type of asbestos-containing materials known to be present at the worksite is set forth in the "Schedule of Asbestos-Containing Materials" as Attachment 3. If any other asbestos-containing materials or suspect asbestos-containing materials are found, notify the Owner, other employers and employees about the location and quantity of the asbestos-containing materials or suspect asbestos-containing materials within 24-hours of the discovery.
- D. Water and electricity shall be available for abatement activities onsite. It is the Contractor's responsibility to evaluate Owner supplied utilities and ensure proper connections and use. Certified plumbers and/or electricians are required to make proper connections and ensure capacity of the utility is sufficient for use by the Contractor during all phases of the Work. All water connections must include a backflow preventer. Sanitary facilities will NOT be available onsite. It is the Contractor's responsibility to

provide temporary sanitary facilities during all phases of the Work. Contractor will also be responsible for following all Occupational Health and Safety Administration (OSHA) guidelines for the duration of the project.

- E. All existing electric power in the work area shall be confirmed de-energized (when applicable) by the abatement Contractor and temporary power shall be brought to the work area from outside.
- F. All workers must have their current State of Delaware Asbestos Worker/Supervisor Badge and current medical information available daily for verification and recording purposes by the Owner representative in order to work on the project. NO EXCEPTIONS SHALL BE TOLERATED.
- G. The abatement Contractor shall supply extra, new respirators, respirator cartridges, disposable coveralls (w/head and foot covers) at the decontamination unit for use by authorized visitors as well as the Owner's representative at all times. All decontamination procedures shall be strictly followed and enforced. A signed copy of the Workers' Acknowledgment shall be obtained from each worker.

1.2 ASBESTOS HEALTH RISK:

- A. The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the atmosphere, thereby creating a potential health risk to workers. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the risk and of proper work procedures which must be followed.
- B. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

1.3 CONTRACTOR USE OF PREMISES

- A. General: During the abatement period the Contractor shall have limited use of the premises for abatement operations.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and Owner representative.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, and the Owner's employees, and emergency vehicles at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of the Existing Building: Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period (where applicable).
1. Smoking: Smoking or open fires will not be permitted on the property.
 2. Toilet Rooms: Use of onsite toilets will not be permitted. It will be the Contractors' responsibility to maintain on site toilet facilities and/or use local offsite public facilities.

1.4 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1.5 AIR MONITORING BY THE OWNER:

- A. The Owner has contracted separately for air monitoring. Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of each stage of the project.
0. Outside of the Work Area: The Owner's air monitoring firm may sample air outside of the Work Area to detect faults in the Work Area isolation such as:
 - a. Contamination of the building outside of the Work Area with airborne asbestos fibers,
 - b. Failure of filtration or rupture in the differential pressure system,
 - c. Contamination of air outside the building envelop with airborne asbestos fibers.
 1. Inside the Work Area: The Owner's air monitoring firm may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring is to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- B. Baseline: Baseline sampling may be conducted by the Owner's representative. In the

event that baseline sampling is not performed, clearance criteria of 0.010 fibers per cubic centimeter (F/cc) will be used to determine corrective actions.

- C. Work area clearance: Clearance air sampling by the Owner's air monitor will be performed at the completion of asbestos abatement work within each work area.
- D. Air monitoring required by OSHA is work of the Contractor and is not covered in this section. Contractor shall comply with all applicable regulatory sampling requirements as well as all monitoring requirements detailed in the Section.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 REMOVAL PROCEDURES

- A. Removal of interior miscellaneous asbestos-containing materials: floor tile, door buck caulk, cement panels, and heater insulation adhesive: Gross Removal Method:
 - 1. Install 3-stage decontamination unit with shower that is attached to the work area. The decontamination unit will be erected in such a manner as to allow for a separate equipment room/bag-out. In no instance will the personal decontamination unit be used as a bag-out/equipment passage unless there is only one entry way into the work area and the method has been approved, in writing, by the Owner's Project Monitor present prior to beginning any work.
 - 2. Install and run high efficiency particulate absolute (HEPA) filtered air filtration devices in each work area. Pre-clean any areas needing critical barriers and install critical barriers within the individual work areas. Please note this work will be completed under all constructed regulated containment areas, which will require that all critical barriers be sealed with 2 layers of 6 mil polyethylene sheeting for each containment area.
 - 3. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method in each work area. The Contractor shall supply a pressure differential manometer that is capable of monitoring and recording on a strip chart, pressure differential of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system that will sound if the pressure differential drops below the pre-set value. All manometer strip charts will be turned over to the Owner at the completion of the project. Work shall not commence until an adequate pressure differential is achieved and maintained in each work area constructed.
 - 4. A pre-commencement inspection shall be conducted by the abatement

Contractor's supervisor and the Owner's representative. Once completed and verbal authorization by the Owner's representative is given, abatement activities may commence. The asbestos-containing materials shall be adequately wetted with amended water during the abatement process. Dry removal of any asbestos-containing materials will not be tolerated. The asbestos-containing building materials shall be continuously wetted and immediately placed into 6 mil polyethylene sheeting asbestos disposal bags for proper disposal.

5. Removal of all asbestos-containing materials and resulting debris is to be performed by mechanical methods. All asbestos-containing materials are to be properly containerized, labeled and removed from the work area to the waste collection trailer/sealed roll-off or other approved waste collection device. Clean entire area using an approved vacuum equipped with HEPA filter. Once the area has been properly cleaned (HEPA vacuumed and wet wiped) the remaining interior structural components shall be fully and completely encapsulated with an EPA-approved post-abatement encapsulant to lockdown any remaining residual fibers that may be present. A white pigmented encapsulant shall be used to exhibit the completeness of the encapsulation activities.
6. After this procedure is completed and a visual inspection, including an inspection of applied encapsulant, has passed, final air clearance sampling may be performed by the Owner's representative. Final air clearance sample analysis shall be conducted by phase contrast microscopy (PCM) analysis using EPA-approved protocol. In the event that the initial clearance criteria is not met, the abatement contractor shall be responsible for any additional costs associated with any/all re-inspection, clearance sampling and associated laboratory analysis.
7. HEPA filtered air filtration devices shall remain in use until final analytical air clearance has been established or approval is provided by the Owner's representative.

B. Removal of interior miscellaneous asbestos-containing materials: fire door insulation, trash chute door insulation, stainless sink moisture barrier: Wrap and Remove Method:

1. Install a remote 3-stage decontamination unit with shower in a centralized location of the work area(s).
2. A regulated work zone will be established utilizing asbestos danger tape (red in color), and 6 mil reinforced polyethylene sheeting drop cloth shall be staged immediately adjacent to and underneath the work area.
3. A pre-commencement inspection shall be conducted by the abatement Contractor's supervisor and the Owner's representative. Once completed, and verbal authorization by the Owner's representative is given, abatement activities may commence. The doors and sinks may be removed carefully, without disturbing asbestos-containing materials, and immediately wrapped in 2 layers of 6 mil polyethylene sheeting for proper disposal.
4. All asbestos-containing materials are to be properly containerized, labeled and

removed from the work area to the waste collection trailer/sealed roll-off or other approved waste collection device.

5. After this procedure is completed a final visual inspection will be performed by the Owner's representative.

C. Removal of asbestos-containing Thermal Systems Insulation (TSI) (pipe fitting/elbow insulation & pipe hanger/saddle block insulation), pipe coating/pipe insulation tar, and flange gaskets: Wrap and Cut/Tented Glove Bag Method

1. Install a remote 3-stage decontamination unit with shower that is adjacent to the work area(s).
2. Install and run HEPA air filtration devices in each work area. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method in each work area. The Owner's representative shall inspect and record the pressure differential at least 2 times per 8-hour shift. The Contractor shall supply a pressure differential manometer that is capable of monitoring and recording on a strip chart, pressure differential of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system that will sound if the pressure differential drops below the pre-set value. The Owner's representative may request that all strip charts be turned at the completion of the project phase. Work shall not commence until an adequate pressure differential is achieved and maintained in each work area.
3. Establish a tent enclosure around the pipe insulation area utilizing one layer of 6 mil polyethylene sheeting. In addition install a floor consisting of 6 mil polyethylene sheeting under the asbestos-containing pipe insulation. Please note this work may require separate tent enclosures depending on the obstructions from building materials limiting access. All tent enclosures must be equipped with one single-stage decontamination unit, and HEPA-filtered negative air.
4. Once the tent enclosure has been erected and approved by the Owner's licensed Project Monitor, adequately wet the pipe insulation utilizing amended water and wrap the pipe insulation with two layers of 6 mil polyethylene sheeting. If necessary, utilize EPA-approved glove bag methods to create access points on the pipe to cut the section of pipe out of the structure.
5. Upon removal of the wrapped pipe from the work areas, the contractor shall sufficiently clean the work area utilizing a HEPA vacuum cleaner and deconstruct the tent enclosure. All asbestos-containing materials are to be properly labeled and removed from the work area to the waste trailer. After this procedure is completed and a visual inspection has passed, the contractor shall deconstruct the tent enclosure.
6. HEPA filtered air filtration devices shall remain in use until the tent enclosure has been completely deconstructed.
7. After this procedure is completed and a visual inspection has passed, final

clearance sampling may be performed by the Owner's representative. Final Clearance shall be conducted by PCM analysis using EPA approved protocol. In the event that the initial clearance criteria is not met, the abatement contractor shall be responsible for any additional costs associated with any/all re-inspection, clearance sampling and associated laboratory analysis.

8. HEPA filtered air filtration devices shall remain in use until final analytical clearance has been established.

D. Removal of asbestos-containing Thermal Systems Insulation (TSI) (tank, vessel, and breeching insulation, and heat trace cloth), and joint compound material:

Method 2: Type C Gross Removal

1. Install 3-stage decontamination unit with shower that is attached to the work area. The decontamination unit will be erected in such a manner as to allow for a separate equipment room/bag-out. In no instance will the personal decontamination unit be used as a bag-out/equipment passage unless there is only one entry way into the work area and the method has been approved by the Owner's Project Monitor present.
2. Install and run HEPA air filtration devices in each work area. Pre-clean the entire work area. Install critical barriers within the individual work areas. Install a minimum of 2 layers of 6 mil polyethylene sheeting to walls and floors, and 1 layer of 6 mil polyethylene sheeting to ceilings of work area. Please note that all critical barriers be sealed for the entire area.
3. Establish and maintain a pressure differential of -0.02 inches of water measured on a strip chart recorder or other approved method in each work area. The Owner's representative shall inspect and record the pressure differential at least 2 times per 8-hour shift. The Contractor shall supply a pressure differential manometer that is capable of monitoring and recording on a strip chart, pressure differential of 0.005 inches of water. The manometer shall be equipped with an automatically activated alarm system that will sound if the pressure differential drops below the pre-set value. The Owner's representative may request that all strip charts be turned at the completion of the project phase. Work shall not commence until an adequate pressure differential is achieved and maintained in each work area.
4. A pre-commencement inspection shall be conducted by the abatement Contractor's supervisor and the Owner's representative; when approval from the Owner's representative is received the abatement activities may commence. The asbestos-containing materials shall be adequately wetted with amended water during the abatement process. Dry removal of any asbestos-containing materials will not be tolerated. The asbestos-containing building materials shall be continuously wetted and immediately placed into 6 mil. asbestos disposal bags for proper disposal.
5. Once an approval to commence is received from the Owner's representative, the

thermal system insulation shall be removed. After removal of all thermal system insulation within the work area is complete, the area must be thoroughly cleaned and encapsulated. Amended water shall be used during the duration of the removal procedures. Dry removal of any asbestos-containing materials will not be tolerated.

6. After this procedure is completed and a visual inspection has passed, final clearance sampling may be performed by the Owner's representative. Final Clearance shall be conducted by PCM analysis using EPA approved protocol. In the event that the initial clearance criteria is not met, the abatement contractor shall be responsible for any additional costs associated with any/all re-inspection, clearance sampling and associated laboratory analysis.
7. HEPA filtered air filtration devices shall remain in use until final analytical clearance has been established.

E. Removal of exterior asbestos-containing materials: roofing, window/door buck/louver caulk, and window glaze:

1. Install a remote 3-stage decontamination unit with shower in a centralized location of the work area(s).
2. The Contractor will be responsible for utilizing scaffolding, ladders, high-reach machines, or other method(s) to safely gain access to the exterior ACM components (where applicable).
3. A regulated work zone will be established utilizing asbestos danger tape (red in color), and 6 mil reinforced polyethylene sheeting drop cloth shall be staged immediately adjacent to the work area at the ground level and extend 14 feet out in all directions of the structure.
4. A pre-commencement inspection shall be conducted by the abatement Contractor's supervisor and the Owner's representative. Once completed, and verbal authorization by the Owner's representative is given, abatement activities may commence. The asbestos-containing materials shall be adequately wetted with amended water during the abatement process. Dry removal of any asbestos-containing materials will not be tolerated. The asbestos-containing building materials shall be continuously wetted and immediately placed into 6 ml. polyethylene asbestos disposal bags or containers for proper disposal.
5. Removal of all asbestos-containing materials and resulting debris is to be performed by mechanical methods (hand scraping). All asbestos-containing materials are to be properly containerized, labeled and removed from the work area to the waste collection trailer/sealed roll-off or other approved waste collection device. Clean entire area using an approved vacuum equipped with HEPA filter until no visible material remains on the substrate. Asbestos-containing material may not "free fall" from a height greater than four feet.
6. After this procedure is completed a final visual inspection will be performed by the Owner's representative.

- F. The following inspections shall be performed during asbestos abatement:
1. Pre-Cleaning: A visual inspection of all pre-cleaned surfaces must be performed by the Contractors' on-site supervisor and the Owner's representative together prior to any abatement activities.
 2. Project Inspections: Inspections of the integrity of the work area and Contractor work practices shall be performed by the Owner's representative at the Owner's discretion.
 3. Final Visual Inspection (air clearance): A final visual inspection of the work areas shall be performed by the Contractors' on-site supervisor and Owner's representative prior to aggressive final air clearance sampling (where applicable) and final tear down of the work area.
 4. Project Completion Inspection (post air clearance): A final visual inspection of the work area shall be performed by the Contractors' on-site supervisor and Owner's representative after aggressive final air clearance sampling has passed and containment system has been demobilized, prior to turning the area(s) over to the Owner.

3.2 Additional Requirements:

- A. All work shall be performed in accordance with the requirements of this Section and all applicable Federal, State and local regulations including but not limited to:
1. Occupational Safety and Health Administration (OSHA):
 - a. 29 CFR 1910 General Industry Standards
 - b. 29 CFR 1910.134 Respiratory Protection
 - c. 29 CFR 1910.1200 Hazard Communication
 - d. 29 CFR 1910.245 Specifications for Accident Prevention (Signs and Tags)
 - e. 29 CFR 1926 Construction Industry Standards
 - f. 29 CFR 1926.1101 Construction Industry Asbestos Standard
 2. Environmental Protection Agency (EPA):
 - a. 40 CFR Part 261 United States Environmental Protection Agency Regulations
 - b. 40 CFR Part 61 National Emissions Standard for Hazardous Air Pollutants;
 - c. NESHAP Asbestos Rule
 - d. 40 CFR Part 763 Asbestos Hazard Emergency Response Act
- B. Submittals: Prior to starting work, submit the following to the Owner's representative for review. Do not begin without the approval of the Owner's representative.
- a. EPA/DNREC 10-day Notification
 - b. Any other State, municipal, or local agency recorded permits or notifications (where applicable).
 - c. Scope of Work - Submit a detailed plan of the procedures to be used in complying with the requirements of this specification. Include the location and layout of decontamination unit(s), the sequencing of work, the interfacing of other trades, methods to be used to assure the safety of the building

occupants and visitors, detailed disposal plan and a detailed description of the methods to be used to control pollution. The plan shall be submitted at the pre-work meeting and approved by the Owner's representative prior to starting work.

- C. Inspection: Prior to starting work, inspect work areas. Prepare a list of damages to the structure, surfaces and equipment of surrounding areas of the building that may be construed as damage caused by the work. Photograph or videotape existing conditions as necessary to document these conditions. Submit to the Owner's representative prior to starting work (where applicable).

3.3 STOP ACTION LEVELS:

- A. Inside Work Area: Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify Owner's representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's representative.

STOP ACTION LEVEL (F/cc)	IMMEDIATELY STOP LEVEL (F/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.1	0.5	Half face	10
0.5	2.5	PAPR	1,000
1.0	5.0	Supplied Air Pressure Demand	1,000

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify the Owner's representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by the Owner's representative.

- B. Outside Work Area: If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Owner's representative will determine the source of the high reading and so notify the Contractor in writing.

C. Corrective Action:

1. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:
 - a. Immediately erect new critical barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, and floor).
 - b. Decontaminate the affected area.
 - c. Require that respiratory protection be worn in affected area until area is cleared for re-occupancy.
 - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
 - e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room.
 - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area.
2. If the high reading was the result of other causes initiate corrective action as determined by the Owner's representative.

D. Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

3.4 STOP WORK:

- A. If the Owner, or Owner's representative presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. Do not recommence abatement work until authorized in writing by Owner or Owner's representative.
- B. Immediately initiate the following actions: After being presented with a stop work order:
 1. Cease all asbestos removal activities, or any other activities that disturbs asbestos-containing materials.
 2. Repair any fallen, ripped or otherwise failed work area isolation measures.
 3. Maintain in operation all work area isolation measures.
 4. Maintain all worker protections.
 5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.

- C. Do not recommence work until authorized in writing by the Owner or Owner's representative.

END OF SECTION

SECTION 02 00 00

WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Provide management for all waste materials generated by the Work, including:
 - 1. Compliance with applicable, Federal, State and Local permits, approvals and regulations.
 - 2. Waste classification sampling and analysis, if necessary.
 - 3. Equipment decontamination.
 - 4. Loading and transportation.
 - 5. Off-site disposal.
 - 6. Waste tracking and record keeping.
- B. The following terms shall have the specified meanings:
 - 1. Disposal: Removal off-site in a permitted solid waste landfill or incinerator acceptable to authorities having jurisdiction.

1.2 WASTE STREAMS

- A. Contractor shall follow specific handling, transport and disposal requirements for the various materials described in the historical documents with the exception of the lead-based paint and underground storage tanks.

Nothing in this Section may be interpreted as limiting the responsibility of the Contractor to manage and dispose of all waste streams generated by the Work. The Contractor is solely responsible for determining the actual quantities of non-hazardous and hazardous waste materials that will need to be removed from the interior and exterior of the buildings and structures.

- B. The Contractor must confirm the quantities of these materials present at the site and remove these materials from the site prior to demolition. The Contractor is solely responsible for characterization of all waste materials prior to handling, containerization, transportation and disposal. Appropriate means of removal will be selected by the Contractor based upon the chemical characteristics of the waste, the physical characteristics of the waste, the type of container of the waste, and other factors. The Contractor is responsible for executing the safe and efficient removal of all regulated materials.

- C. The Contractor shall perform any select demolition required to locate and remove any Universal Wastes, identified wastes, transformer and tank carcasses, and other items identified in the Technical Specifications and Contract Drawings for removal.
- D. Waste materials expected to be generated by the Work may include, but are not necessarily limited to:
 - 1. Salvageable or recyclable building components, materials or equipment: The Contractor is the waste owner for this project. The Contractor shall manage all surplus materials and waste generated in the performance of the Work in accordance with applicable Federal, State, and local laws and regulations. No specifications herein is intended to prevent the Contractor from removing surplus material or waste to appropriate off-site locations for beneficial reuse, recovery or recycling purposes, unless a specific location has been rejected by the Owner.
 - 2. Polychlorinated Biphenyls (PCBs):
 - 1. PCB-containing equipment shall be drained, cleaned, and containerized as PCB containing waste. Testing has already been performed on the oil inside the transformers however, the Contractor may perform additional testing to ensure the PCB materials meet the selected disposal facility's regulatory requirements. Equipment that must be evaluated for PCB-contaminated liquids include: liquid filled transformers.
 - 2. PCB-containing light ballasts: ALL fluorescent light ballasts shall be containerized and disposed of as PCB-containing waste unless the Contractor has specifically determined that it is not a PCB-contaminated waste.
 - 3. Previously identified PCB-contaminated concrete will be handled by others.

3. Universal Wastes: Any of the following hazardous wastes that are subject to the local, state, and federal universal waste requirements.
 - a. Lead acid and other batteries.
 - b. Mercury-containing devices: ALL mercury-containing devices shall require special cleaning techniques. Mercury wastes shall be disposed as Hazardous Waste. These include, without limitation, mercury vapors contained within fluorescent light bulbs or tubes, metal halide, or high intensity discharge (HID) lamps and mercury containing thermostats, thermometers and gauges.
4. Special wastes: Industrial or process wastes that requires special handling, and/or special disposal methods including boiler, incinerator and miscellaneous waste oil and sludges.
 1. Drummed Wastes: All drummed wastes shall be tested to ensure the materials meet the Contractor's selected disposal facility's regulatory requirements.
 2. Miscellaneous paint products, oils, lubricants, fuels, cleaning supplies and other various unknown chemical products, etc., stored in spray cans, quart or gallon containers, 5- gallon buckets and 30-gallon and 55-gallon drums.
5. Asbestos-containing materials (ACMs). The Contractor shall be responsible for the abatement, packaging, transportation and disposal of all ACMs. All ash, dust, brick, mortar, and debris in areas exposed to friable ACM must also be disposed of as asbestos contaminated waste. Refer to Specification Section 01 00 00 for requirements related to ACMs.
6. Compressed refrigerant gasses (ozone depleting substances as defined by the Clean Air Act - CFC,HFC, HCFC or virgin refrigerants). On-site recovery and recycling of refrigerants, if done, must be conducted in compliance with the Clean Air Act (CAA) and by authorized and certified personnel as defined in Section 608 of the CAA.

7. Investigation Derived Wastes (IDW): Decontamination water, Personnel Protective Equipment (PPE), and sampling materials.

1.3 SUBMITTALS

- A. Provide the following submittals to Owners authorized representative:
 1. Disposal Methods: For each waste material-type, identify whether the material will be salvaged (scrapped), reused, recycled, or disposed off-site. Estimate total quantity of each type of waste, and total quantity for each means of disposal. Provide means and methods for handling, segregating, containerizing, loading, and transportation of waste materials.
 2. Licenses and Permit of each disposal facility. Provide the licenses and permits for each facility, based on the disposal method.
 3. Load-Out Documentation: At least two (2) days before planned removal of regulated material submit: copies of all waste analyses performed for disposal, completed profile form to the receiving facility for the waste materials;
 4. Disposal Documentation: Within ten (10) days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.1 WASTE CLASSIFICATION SAMPLING AND ANALYSIS

- A. The Contractor shall be solely responsible for the completion of all required waste characterization sampling and analysis. Nothing in this Section may be interpreted as limiting the responsibility of the Contractor to determine and comply with all waste characterization requirements necessary to dispose of the waste materials generated by the Work.
- B. Perform all waste classification sampling and analysis required by the receiving facilities, if previous testing is not accepted, and providing all analytical data required or requested by disposal facilities, haulers, or regulatory agencies.
- C. The Contractor shall be solely responsible for using and interpreting the results of the waste characterization analysis to properly segregate and classify wastes generated by the Work and make appropriate selections for the storage, stockpiling handling, and disposal of the materials based on this classification. If Owners onsite representative finds that the Contractor is improperly segregating, handling or disposing of wastes through accidental or purposeful misinterpretation of the waste characterization analysis, the Owners onsite representative will stop the Work until the Contractor's procedures have been corrected. The Contractor will receive no compensation for any stoppages caused by the Contractor's own misinterpretation of the waste characterization analyses.

3.2 EQUIPMENT AND DECONTAMINATION PROCEDURES

- A. All equipment shall be provided to the work site free of contamination.
- B. Decontamination procedures must conform to the Contractor's Standard Operating Procedures to accommodate project conditions and the Contaminated Materials Management Plan. Coordinate with Contractor's Health and Safety Plan.
- C. Decontamination liquids shall be collected and disposed of in accordance with this section.

3.3 LOADING AND TRANSPORTATION

- A. Provide for all loading and transportation to approved and licensed off-site disposal facilities of waste materials generated by the Work.

- B. No waste materials may be temporarily stored away from the site for any reason.
- C. Waste material removed from the site shall be hauled by truck in accordance with applicable Federal, State, and Local rules and regulations.
- D. Bulk solids shall be kept several inches below the top of the container.
- E. The load shall be secured to prevent shifting or release during transport.
- F. Maintain and submit all record documents of waste transportation operations as required by this Section.

3.4 OFF SITE DISPOSAL

- A. Provide for all off-site disposal of waste materials generated by the Work. Disposal of all waste materials shall be in accordance with all applicable Federal, State, and Local regulations and permits.
- B. The Contractor shall not utilize off-site properties or facilities for storage of materials or waste originating from the Work under any circumstances, except for the direct transportation of these materials to their ultimate disposal or reuse destination in approved transportation vehicles. Owner's intent is that all materials and waste leaving the site will be transported directly to the final receiving facility in the shortest possible time. The Contractor accepts sole responsibility for all liabilities, penalties, claims, subsequent disposal costs, and potential off-site remediation costs that may be associated with unauthorized off-site storage or unauthorized disposal of materials or Waste that are generated from the Work.
- C. Drums or other containers of hazardous waste can be stored for up to thirty (30) days from the initial date of waste generation, prior to disposal or destruction. All other removed materials shall be stored in the appropriate containers and promptly removed from the site. A secure storage site shall be designated, labeled in accordance with the applicable rules and regulations, and be maintained by the Contractor. The waste storage area shall be inspected regularly by the Contractor.
- D. The Contractor is solely responsible for identifying and complying with all requirements of the receiving facilities and providing all analytical data required or requested by disposal facilities, haulers, or regulatory agencies.
- E. The Contractor is solely responsible for acceptance of the waste material at the approved treatment, disposal, or recovery facilities. The Contractor shall be responsible for ensuring that the facility is properly permitted to accept the material and that the facility provides the stated treatment and/or disposal services.

- F. In the event that any identified and approved facility ceases to accept the contaminated material or the facility ceases operation, the Contractor shall be responsible for providing an alternate approved and permitted facility. The proposed alternate facility must be approved in writing by the Owner Representative.
- G. Maintain and submit all record documents of off-site disposal operations as required by this Section.

3.5 WASTE TRACKING AND RECORD KEEPING

- A. The Contractor shall establish a record system that accounts for all waste. The Contractor must be able to document custody of all waste from the time it is removed from the work area until it is disposed of, recycled or incinerated at an approved facility. All containers are to be appropriately marked/labeled.
- B. Waste management records include: laboratory deliverables of waste characterization analysis; completed profile forms to receiving facilities for the waste materials; approval forms or letters from receiving facilities confirming that the facility will accept the waste materials; completed bill of lading; generator's copies of waste manifests and waste shipment records; and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided.
- C. The Contractor is solely responsible for providing to the Owners onsite representative complete waste management records as required by this Section, including the selection of professional licensed environmental laboratories, waste transportation subcontractors and off-site disposal facilities that will provide accurate, legible, and complete records that comply with the established schedule for records submittal to the Owners representative.
- D. The Contractor shall be the waste owner for the project.
- E. The Owner is the designated generator of any contaminated materials where a Generator is required to be named. Prepare and coordinate the signing of manifests by the Owner Representative.
- F. All the original manifests and final, bills-of-ladings and any receipts or certifications generated during the handling and disposal processes shall be provided to Owners representative.
 - a. Load-Out Documentation: At least two (2) days before planned removal of regulated material submit: copies of all waste analyses performed for disposal, completed profile form to the receiving facility for the waste materials; approval form or letter from the receiving facility confirming that

the facility will accept the waste materials.

- b. Final Disposal Documentation: Within ten (10) days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided.

END OF SECTION